

Categorical Exclusion Documentation

Verizon Wireless

DOI-BLM-P010-2013-0019-CX

A. Background

BLM Office: *Hassayampa Field Office (HFO)*

Lease/Serial/Case File No.: AZA-16824

Proposed Action Title/Type: Comm Site Right-of-Way Renewal

Location of Proposed Action:

T. 3 N., R. 3 W., G&SRM, Arizona
Section 27, Tract 37.

Description of Proposed Action: Verizon Wireless is requesting that AZA-16824 be renewed with a 30 year right-of-way lease. The purpose of the R/W is for a communication facilities.

B. Land Use Plan Conformance

Land Use Plan (LUP) Name: The Bradshaw-Harquahala Resource Management Plan (RMP).

This proposed action has been reviewed for conformance with these plans (43 CFR 1610.5-3, BLM Manual 1601.04.C.2) Date Approved: April 2010

☐ The proposed action is in conformance with the applicable LUP because it is specifically provided for in the following LUP decision(s):

X The proposed action is in conformance with the LUP, even though it is not specifically provided for, because it is clearly consistent with the following LUP decision(s) (objectives, terms, and conditions): Specifically, in the Bradshaw-Harquahala Record of Decision and Approved Resource Management Plan (RMP), page 33, under Land Use Authorizations, LR-25 states, "Continue to issue land use authorizations (rights-of-way, leases, permits, easements) on a case-by-case basis and in accordance with resource management prescriptions in this land use plan."

C: Compliance with NEPA:

The Proposed Action is categorically excluded from further documentation under the National Environmental Policy Act (NEPA) in accordance with 516 DM 2, Appendix 1, or 516 DM 11.5: E. (9) *"Renewals and assignments of leases, permits or rights-of-way where no additional rights are conveyed beyond those granted in the original authorizations"*.

This categorical exclusion is appropriate in this situation because there are no extraordinary circumstances potentially having effects that may significantly affect the environment. The proposed action has been reviewed, and none of the extraordinary circumstances described in 516 DM 2 or 516 DM 11.5 apply.

D: Signature

Authorizing Official: _____/S/_____

Date: 04/10/2013

D. Remington Hawes
Field Manager, HFO

Contact Person For additional information concerning this CX review, contact:

Jim Andersen (623-580-5570) jvanders@blm.gov

BLM Categorical Exclusions: Extraordinary Circumstances¹
Attachment 1

The action has been reviewed to determine if any of the extraordinary circumstances (43 CFR 46.215) apply. The project would:		
1. Have significant impacts on public health or safety		
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Rationale:
2. Have significant impacts on such natural resources and unique geographic characteristics as historic or cultural resources; park, recreation or refuge lands; wilderness or wilderness study areas; wild or scenic rivers; national natural landmarks; sole or principal drinking water aquifers; prime farmlands; wetlands (Executive Order 11990); floodplains (Executive Order 11988); national monuments; migratory birds (Executive Order 13186); and other ecologically significant or critical areas?		
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Rationale:
3. Have highly controversial environmental effects or involve unresolved conflicts concerning alternative uses of available resources [NEPA Section 102(2)(E)]?		
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Rationale:
4. Have highly uncertain and potentially significant environmental effects or involve unique or unknown environmental risks?		
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Rationale:
5. Establish a precedent for future action, or represent a decision in principle about future actions, with potentially significant environmental effects?		
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Rationale:
6. Have a direct relationship to other actions with individually insignificant, but cumulatively significant, environmental effects?		
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Rationale:
7. Have significant impacts on properties listed or eligible for listing, on the National Register of Historic Places as determined by either the Bureau or office?		
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Rationale:

8. Have significant impacts on species listed, or proposed to be listed, on the List of Endangered or Threatened Species, or have significant impacts on designated Critical Habitat for these species?		
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Rationale:
9. Violate a Federal law, or a State, local, or tribal law or requirement imposed for the protection of the environment?		
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Rationale:
10. Have a disproportionately high and adverse effect on low income or minority populations (Executive Order 12898)?		
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Rationale:
11. Limit access to and ceremonial use of Indian sacred sites on Federal lands by Indian religious practitioners, or significantly adversely affect the physical integrity of such sacred sites (Executive Order 13007)?		
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Rationale:
12. Contribute to the introduction, continued existence, or spread of noxious weeds or non-native invasive species known to occur in the area, or actions that may promote the introduction, growth, or expansion of the range of such species (Federal Noxious Weed Control Act and Executive Order 13112)?		
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Rationale:

**Approval and Decision
Attachment 2**

Compliance and assignment of responsibility: Jim Andersen

Monitoring and assignment of responsibility: Jim Andersen

Review: *We have determined that the proposal is in accordance with the categorical exclusion criteria and that it would not involve any significant environmental effects. Therefore, it is categorically excluded from further environmental review.*

Prepared by: _____/S/_____ **Date::** ____04/10/2013__

Jim Andersen
Project Lead

Reviewed by: _____/S/_____ **Date::** ____04/10/2013__

Leah Baker
Planning & Environmental Coordinator

Reviewed by: _____/S/_____ **Date:** ____04/10/2013__

D. Remington Hawes
Manager

Project Description:

The renewal of an existing right-of-way (R/W) issued to Verizon Wireless (AZA-16824).
The purpose of the R/W is for a communication site.

Decision: Based on a review of the project described above and field office staff recommendations, I have determined that the project is in conformance with the land use plan and is categorically excluded from further environmental analysis. It is my decision to approve the action as proposed, with the attached mitigating measures/stipulations.

Approved By: _____/S/_____ **Date:** _04/10/2013__

D. Remington Hawes, Field Manager, HFO

STANDARD MITIGATING MEASURES

1. All applicable regulations in accordance with 43 CFR 2800.
2. Any cultural and/or paleontological resources (historic or prehistoric site or object) discovered by the holder or any person working on the holder's behalf, on public or federal land, shall be immediately reported to the Bureau of Land Management (BLM) authorized officer (AO), Hassayampa Field Office (HFO) Field Manager. The holder shall suspend all operations in the immediate area of such discovery, until written authorization to proceed, is issued by the AO. An evaluation of the discovery will be made to the AO, to determine the appropriate actions, to prevent the loss of significant cultural or scientific values. The holder will be responsible for the cost of the evaluation and any decision, as to the proper mitigation measures, will be made by the AO after consulting with the holder.
3. In the event that the public land underlying the right-of-way (ROW) encompassed in this permit or a portion thereof, is conveyed out of Federal ownership, and administration of the ROW or the land underlying the ROW is not being reserved to the United States (U.S.) in the patent/deed and/or the ROW is not within a ROW corridor being reserved to the U.S. in the patent/deed, the U.S. waives any right it has to administer the ROW, or portion thereof, within the conveyed land under Federal laws, statutes, and regulations, including the regulations at 43 CFR Part (2800)(2880), including any rights to have the holder apply to BLM for amendments, modifications, or assignments and for BLM to approve or recognize such amendments, modifications, or assignments. At the time of conveyance, the patentee/grantee, and their successors and assigns, shall succeed to the interests of the U.S. in all matters relating to the ROW, or portion thereof, within the conveyed land and shall be subject to applicable State and local government laws, statutes, and ordinances. After conveyance, any disputes concerning compliance with the use and the terms and conditions of the ROW shall be considered a civil matter between the patentee/grantee and the ROW holder.
4. It is against State law to collect desert tortoise from the wild. If tortoises are found in the project area, they shall be removed from the area and released, in the shade, unharmed. When moving a tortoise, approach the tortoise from the end of the shell with the head. Note the direction the tortoise was heading and carefully carry it no more than 150 feet and release it in the direction that it was heading. If possible place the tortoise in the shade. Carry the tortoise upright, in its normal walking position. Do not tip it from side to side or upside down. If a tortoise becomes frightened, it may empty its bladder as a defense mechanism. The loss of bladder fluids can place the tortoise under additional stress as they store water in the bladder for use during the dry times of year.
5. Upon termination of the grant/lease, the holder shall limit reclamation construction crew to no more than 10 people and remove only the minimum amount of vegetation necessary. During construction, equipment and materials are to be stored, at the end of the existing road, thereby ensuring unhindered access of other residents/users. Topsoil shall be conserved during excavation and reused as cover on disturbed areas to facilitate re-growth of vegetation.
6. The holder shall perform all operations in a good and workmanlike manner so as to

ensure protection of the environment and the health and safety of the public.

7. The holder will utilize the existing road for access to the communication site. Conformance with the general stipulations as it pertains to the use of the existing road (i.e., “Natural vegetation shall be cleared only when necessary to provide suitable access for construction, operation and maintenance of the system.”).

8. Failure of the holder to comply with applicable law or any provision of this lease shall constitute ground for suspension or termination thereof.

9. The holder shall, at all times, operate its radio-electronic equipment in such a manner so as not to cause interference with radio-electronic operations of existing (or senior) users in the vicinity. If such interference results from the holder’s operations, the holder will promptly (at its’ own expense) modify the equipment and operations or shut down, if necessary, to eliminate or reduce the interference to the satisfaction of the Federal Communications Commission (FCC) and/or the AO.

10. It will be the responsibility of the holder to ascertain whether existing facilities on the same or adjoining sites will adversely affect the proposed operations. Holder will accept operations (i.e., frequencies, emissions, power output, radiation fields, antenna arrays, etc.) of existing facilities on the same or adjoining sites, provided such operations are consistent with the regulations of the FCC (if a non-Federal Government use), and the Standards of the Interdepartmental Radio Advisory Committee (if a Federal Government use).

11. The holder shall take measures necessary to eliminate interference to other site users, including access, caused by the holder or holder’s sub lessee(s). If the holder does not eliminate such interference within 10 days of receipt of notice from the AO, the operations of the sub lessee causing the interference, as determined by the AO, shall be terminated by the holder.

12. A ‘Site Users Association’ for this communication site was established, on February 24, 1994. Failure of the holder to join the ‘Site Users Association’ and remain a member in good standing shall constitute sufficient grounds for termination of this lease.

13. The holder will comply and follow all stipulations in accordance with and contained in the “Communication Site Plan White Tanks Phoenix Field Office,” dated August 12, 2005.

14. The holder shall take measures necessary to ensure airborne pollutant concentrations (mainly dust) meet all Arizona and federal ambient air quality standards through construction and once completed.

15. All terms and conditions of the original grant/lease continue to apply and are incorporated into and made a part of these stipulations as fully and effectively as if they were set forth herein in their entirety.

16. The holder agrees not to exclude any person from participating in employment of procurement activity connected with this grant on the grounds of race, creed, color,

national origin, and sex, and to ensure against such exclusions, the holder further agrees to develop and submit to the proper reviewing official specific goals and timetables with respect to minority and female participation in employment and procurement activity connected with this grant. The holder will take affirmative action to utilize business enterprises owned and controlled by minorities or women in its procurement practice connected with this grant. Affirmative action will be taken by the holder to assure all minorities or women applicant(s) full consideration of all employment opportunities connected with this grant. The holder also agrees to post in conspicuous places on its premises which are available to contractors, subcontractors, employees, and other interested individuals, notices which set forth equal opportunity terms; and to notify interested individuals, such as bidders, contractors, purchasers, and labor unions or representatives of workers with whom it has collective bargaining agreements, of the holder's equal opportunity obligations.

17. The holder shall comply with the applicable Federal and State laws and regulations concerning the use of pesticides (i.e., insecticides, herbicides, fungicides, rodenticides, and other similar substance) in all activities/operations under this grant. The holder shall obtain from the AO approval of written plan prior to the use of such substance. The plan must provide the type and quantity of material to be used; the pest, insect, fungus, etc., to be controlled; the method of application; the location of or storage and disposal of containers; and other information that the AO may require. The plan should be submitted no later than December 1 of any calendar year that covers the proposed activities for the fiscal year (i.e., December 1 deadline for the Federal fiscal year beginning the following October 1). If need for emergency use of pesticides is identified, the use must be approved by the AO. The use of substance on or near the ROW shall be in accordance with the approved plan. A pesticide shall not be used if the Secretary of the interior has prohibited its use. A pesticide shall be used only in accordance with its registered uses and within other limitations if the Secretary has imposed limitations. Pesticides shall not be permanently stored on public lands authorized for use under this grant.

18. If facilities authorized for construction under this ROW grant uses any hazardous material such as Polychlorinated Biphenyls (PCBs), such use shall be in a totally enclosed or controlled manner in accordance with provisions of the Toxic Substances Control Act of 1976 as amended (see 40 CFR Part 761). Additionally, any release or spill of hazardous material such as PCBs (leaks, spills, etc.) in excess of the reportable quantity established by 40 CFR Part 117 shall be reported as required by the Comprehensive Environmental Response, Compensation, and Liability Act Section 102b. A copy of any report required or requested by any Federal agency or State government as a result of a reportable release or spill of any hazardous material shall be furnished to the AO within five working days of the occurrence of the spill or release.

WHITE TANK MOUNTAIN MITIGATING MEASURES

1. The right granted upon approval of this application does not include the right to use the access road heretofore constructed by the United States (U.S.) across lands from the intersection of the access road with the south line of Section 34, T. 3 N., R. 3 W., Gila & Salt River Meridian, to the vicinity of the above-described lands pursuant to the right-of-way (ROW) application filed. Said access road is under the administration and jurisdiction of the Western Area Power administration, U.S. Department of Energy, and

any use by the holder thereof shall be subject to such terms and conditions as may be imposed with respect thereto by the U.S. Department of Energy, and the holder shall have no right to use such access road until he has first obtained a permit in writing from the District Manager (DM), Western Area Power Administration, U.S. Department of Energy, Phoenix, Arizona.

2. The holder acknowledges hereby that this area is included in a recreational patent issued to Maricopa County, and the lands covered by this lease are used for recreational purposes by park patrons. The holder agrees to indemnify and hold the U.S., its officers, agents and employees, harmless against any loss by reason of the holder's operations under this application or the grant issued thereon. The holder is also aware of the public liability in the event of injury or death to park patrons caused by high voltage transmission equipment erected and maintained by the applicant in this multiple-use area.

3. Sites, where feasible, will be utilized on a multiple-use basis, and other communications holders shall be allowed to utilize unused space.

4. The holder agrees the buildings and attendant improvements will conform with and complement the general natural surroundings by complying with the following stipulations:

- a. All construction will be accomplished with the minimum of scarring or change to the natural terrain.
- b. No new bulldozed or graded access roads shall be constructed leading off the existing access road. No material from cuts made for the construction of facilities shall be spilled over slopes or stockpiled.
- c. Vehicles servicing or installing equipment shall be confined to developed roads and parking areas.
- d. Trash, rubbish, and other construction debris will be removed from the sites to prevent unsightly accumulations and reduce fire hazards; such debris will be disposed of in a designated area. Equipment and grounds will be maintained in good condition and in a neat and orderly manner.
- e. The premises shall be maintained in a neat and orderly manner; no materials will be openly stored (example: wire reels, etc.)
- f. Buildings shall be constructed with a low profile not exceeding one story in height.
- g. The holder shall paint buildings and support equipment, except towers, transmitter lines, and antennas, a desert earthen color. No high gloss paint will be used and every effort shall be made to use paint that will blend with the natural background. Towers will be built utilizing galvanized steel. No lights, beacons, or similar appurtenance shall be installed on the antenna structure or exterior of any building.
- h. All building foundation and tower bases will be hand set, i.e., no bulldozer

leveling of site unless physically impossible to do otherwise and only upon approval of the Bureau of Land Management (BLM) Authorized Officer (AO).

5. The holder shall join the White Tanks improvement Association and abide by environmental and other stipulations of the Users' agreement.
6. The serial number of the grant and the name of the holder will be affixed to the tower and the building housing the radio equipment in such a way as to be visible from a reasonable distance.
7. The holder agrees to comply with the present and future Federal regulations, including those concerning environment, and the employment of practices as prescribed by the Secretary to protect the public interest.
8. Upon expiration of the grant or at any time before expiration of the grant, should the holder relinquish said ROW, the holder agrees to remove all improvements and debris, and restore the site to as near its natural condition as possible to the satisfaction of the BLM AO.
9. The holder agrees to comply with any additional stipulations, terms and conditions which may be prescribed by the Secretary of the Interior consistent with the recreational use of the lands and the use authorized by this grant.
10. The communication site shall be used only for land mobile communications, microwave, or other general two-way voice/data or telemetry service.
11. During the period of this grant, the holder agrees, upon notification by the AO, to take necessary actions, at his expense, to conform to any future communication site plans developed by BLM for the area.
12. The holder may not increase the effective radiated power (ERP) above 1,200 watts without first requesting an amendment to this lease and obtaining written approval from the AO.